

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 55			
2. CONTRACT NO.		3. SOLICITATION NO. N00174-04-R-0019		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 15 Mar 2004		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVSEA INDIAN HEAD ATTN:DANIEL TWOMBLY TWOMBLYDR@IH.NAVY.MIL 101 STRAUSS AVENUE INDIAN HEAD MD 20640-5035 TEL: 301/744-6648 FAX: 301/744-6547				CODE N00174		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Contracts Div. Bldg 1558</u> until <u>03:00 PM</u> local time <u>19 Apr 2004</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME DANIEL R TWOMBLY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6648		C. E-MAIL ADDRESS twomblydr@ih.navy.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM(S) 0001, 0002, 0003, 0004, 0005 - NOTES

1. Due to frequent interaction with DoN and DoD leadership, the company must be located within a 75-mile radius of the Washington D.C. area. See PBSOW.
2. Top Secret Security Clearance required for certain aspects of the work (see PBSOW). The clearance will be required for the Analyst labor category and must be current at the time of award.
3. Definition of Contractor - The term contractor as used in this solicitation is defined to include the prime contractor and subcontractors with who the prime contractor has entered into firm commitments prior to award.
4. Definition of Associate/Consultant - For the purpose of this contract, associate/consultant is defined as an expert/specialist person/persons whose expertise is required to assist/support the contractors own team in the performance of the contract. These specialized associate/consultant subcontract services shall be incidental to the contractors performance. In accordance with FAR 52.244-2 and other provisions that may be set forth herein, written approval of an associate/consultant subcontract proposed with respect to performance of this contract shall be obtained from the contracting officer prior to use of these subcontract services.
5. By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform the majority of the total cost of the contract.
6. All offerors are required to submit their plans for Evaluation of Compensation for Professional Employees as part of their original proposal. This requirement is in accordance with FAR 52.222-46.
7. The Government will not be involved in the distribution of fee to subcontractors. All fee paid under this contract will be paid to the prime contractor and no subcontractor proposal may contain any amount for fee. The prime contractor is solely responsible for any distribution of fee to subcontractors.
8. For the base year, other direct costs are estimated to include the following:

Travel/Per Diem	\$10,000.00
Supplies/Materials	\$10,000.00
Associates/Consultants	\$289,000.00
9. Offeror may not propose any amount for fee on other direct costs.
10. In accordance with the Organizational Conflict of Interest Clauses of this contract, the offeror's proposal must outline potential conflicts of interest or affirmatively state that there are no conflicts of interest.

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	S&T Development Roadmap CPFF Contractor will provide services for the development of a Navy Science and Technology development roadmap in accordance with the statement of work. Services will include labor and other direct costs including associates/consultants, supplies/materials, and travel/per diem as required for the accomplishment of the objectives specified in the statement of work. FOB: Destination	1	Lot		
ESTIMATED COST					\$ _____.
FIXED FEE					\$ _____.
TOTAL EST COST + FEE					\$ _____.

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION 1	S&T Development Roadmap CPFF Contractor will provide services for the development of a Navy Science and Technology development roadmap in accordance with the statement of work. Services will include labor and other direct costs including associates/consultants, supplies/materials, and travel/per diem as required for the accomplishment of the objectives specified in the statement of work. FOB: Destination	1	Lot		
ESTIMATED COST					\$ _____.
FIXED FEE					\$ _____.
TOTAL EST COST + FEE					\$ _____.

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION 2	S&T Development Roadmap CPFF Contractor will provide services for the development of a Navy Science and Technology development roadmap in accordance with the statement of work. Services will include labor and other direct costs including associates/consultants, supplies/materials, and travel/per diem as required for the accomplishment of the objectives specified in the statement of work. FOB: Destination	1	Lot		
ESTIMATED COST					\$ _____.
FIXED FEE					\$ _____.
TOTAL EST COST + FEE					\$ _____.

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION 3	S&T Development Roadmap CPFF Contractor will provide services for the development of a Navy Science and Technology development roadmap in accordance with the statement of work. Services will include labor and other direct costs including associates/consultants, supplies/materials, and travel/per diem as required for the accomplishment of the objectives specified in the statement of work. FOB: Destination	1	Lot		
ESTIMATED COST					\$ _____.
FIXED FEE					\$ _____.
TOTAL EST COST + FEE					\$ _____.

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION 4	S&T Development Roadmap CPFF Contractor will provide services for the development of a Navy Science and Technology development roadmap in accordance with the statement of work. Services will include labor and other direct costs including associates/consultants, supplies/materials, and travel/per diem as required for the accomplishment of the objectives specified in the statement of work. FOB: Destination	1	Lot		
ESTIMATED COST					\$ _____.
FIXED FEE					\$ _____.
TOTAL EST COST + FEE					\$ _____.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0007 - LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0014 - PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to ____ percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

HQ B-2-0016 - PROVISIONING TECHNICAL DOCUMENTATION - WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

(a) For the purpose of paragraph (c) of the "PROGRESS PAYMENTS" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "TECHNICAL DATA--WITHHOLDING OF PAYMENT" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "LIMITATION ON WITHHOLDING OF PAYMENTS (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

HQ B-2-0020 - TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installations where Government transportation is available,

- travel performed for personal convenience/errands, including commuting to and from work, and

- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

Section C - Descriptions and Specifications

**PERFORMANCE BASED STATEMENT OF WORK
DEPARTMENT OF THE NAVY
Science and Technology Roadmap**

1.0 BACKGROUND (For Informational Purposes Only)

The Navy's R&D centers house much of the intellectual capital of the Navy's science and technology community. To enable accomplishment of future research imperatives that successfully transition to fleet use, it is necessary that the Navy have a roadmap which develops critical in-house scientific and technical capabilities. This roadmap will focus on how to best leverage areas of emerging scientific impact, such as nano materials, for development of future naval capabilities.

2.0 REQUIREMENTS

This Performance Based Statement of Work provides for developing the roadmap for future Navy science and technology capabilities. The contractor will work closely with the Warfare Center Liaison to ONR to assist and support defining the scope, tasks, timelines, and level of effort required to produce an integrated program plan. This plan will provide for the integration of initiatives and long-term sustainment of the DoN's scientific and technology community, with the necessary budget justification for full funding of the strategy. Additionally the contractor will provide assistance and support for upcoming internal budget reviews. The contractor will also provide strategies on long-term legislative solutions focused in order to accommodate flexibility in new programs. The contractor will also be responsible for record keeping, issue resolution, and initiative coordination across the community. (Note – the record-keeping aspect will require a top-secret clearance.) An important facet of developing such a roadmap will be the exploration of innovative partnership opportunities between industry, academia, and government that are focused on maintaining and developing areas of critical import to the Department of the Navy. The contractor will not perform any personal services or inherently governmental functions as defined by Federal Acquisition Regulations Part 37. Moreover, the contractor will not perform any Advisory or Assistance Services as defined by FAR Part 37.2. The contractor will adhere to Organizational Conflicts of Interest clauses contained in this contract.

Location

- Due to the intensive interaction required with senior naval leadership in the Washington D.C. area, contractors must be located within a 75-mile radius of Washington D.C.

3.0 TASKS

- 3.1 The Contractor shall develop an in-depth roadmap with formalized objectives and specific tasks and metrics. This plan will be comprehensive in nature, reflecting future Naval S&T requirements and the necessary mission-critical capabilities for the R&D Centers.
 - 3.1.1 Conduct a series of strategic planning meetings to discuss S&T issues in the Navy. This series of meetings will address such diverse topics as emerging opportunities in energetics and energetics manufacturing, including lean manufacturing; nanoscience and nanotechnology; knowledge archiving

and retrieval; design and development in virtual environments; and innovative approaches which foster partnerships between industry, academia, and government.

- 3.1.2 Produce a series of reviews of the S&T issues discussed in the strategic planning meetings in book format.
- 3.1.3 Develop roadmap, which combines gathering data on S&T capability development, and national trends in critical S&T areas of interest to the Navy.
- 3.1.4 Publish a yearly compendium of relevant R&D center information on the business base of the R&D Centers, workforce trends, etc.
- 3.1.5 Develop science and technology position papers outlining approach(s) to developing future naval capabilities.
- 3.2 The Contractor shall develop a communications component to the program plan, which includes a newsletter, a website and planning and supporting conferences. The website will be hosted on the Naval Research Lab's server system, which is in full compliance with Navy PAO policies and procedures and in accordance with SECNAVINST 5720.47A. The contractor cannot and will not incur obligations on behalf of the government, nor will contractor expend funds on behalf of the government.
- 3.3 The Contractor shall provide a Quarterly Status Report on progress made toward the task requirements during the reporting period.

4.0 DELIVERABLES

- 4.1 All Deliverables are to be delivered to:

Commander
 Indian Head Division
 Naval Surface Warfare Center
 Attn: Mr. Robert Kavetsky, Code TDD1
 Building D-326
 101 Strauss Avenue
 Indian Head, MD 20640-5035

5.0 DATA ITEMS

- 5.1 The Government shall approve the formats submitted on all Deliverables. Electronic Media is acceptable.

Data Item 1

Title: Book Reviews of Strategic Planning Session
Reference: PBSOW Para. 3.1.2
Frequency: One time, as required

Data Item 2

Title: Yearly Compendium of R&D Center Information
Reference: PBSOW Para. 3.1.4
Frequency: One time, as required

Data Item 3

Title: Communications component
Reference: PBSOW Para. 3.2
Frequency: One time, as required

Data Item 4

Title: Semi-annual Status Report
Reference: PBSOW Para. 3.3
Frequency: First Submission due 15 days following completion of the first half-year. Subsequent submissions due 15 days following each half-year.

6.0 PERIOD OF PERFORMANCE

6.1 The Period of Performance of this effort shall be one Base Year after award with four Option Years.

7.0 QUALITY ASSURANCE SURVEILLANCE PLAN

The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis after contract award. The CPARS evaluation will be based on the contractor's performance during the previous year. The primary government official responsible for the CPARS evaluation is the Contracting Officer's Representative (COR) for the contract. The COR may be assisted as necessary by other government individuals having information relevant to the quality of contractor performance.

8.0 POINTS OF CONTACTThe Technical Point of Contact is:

Commander
Indian Head Division, Naval Surface Warfare Center
Attn: Robert Kavetsky, Code TDD1
Building D-326
101 Strauss Avenue
Indian Head, MD 20640

Voice: (301) 744-1101
Fax: (301) 744-4187
E-mail: KavetskyRA@IH.Navy.Mil

The Contracting Officer's Representative is:

Commander
Indian Head Division, Naval Surface Warfare Center
Attn: Lisa Davie, Code TDD3
Building D-28
101 Strauss Avenue
Indian Head, MD 20640

Voice: (301) 744-6331

Fax: (301) 744-6364
Email: DavieLM@ih.navy.mil

The Contracting Officer is:

Commander
Indian Head Division, Naval Surface Warfare Center
Attn: Patricia Kragh, Code 1142P
Building 1558
101 Strauss Avenue
Indian Head, MD 20640

Voice: (301) 744-6669
Fax: (301) 744-6547
E-mail: KraghPA@ih.navy.mil

9.0 OTHER REQUIREMENTS

9.1 Travel

Local and long distance travel may be required for the completion of this effort.

9.2 Materials

Includes items that are not normal office supplies, such as reproduction, special packing and shipping, long distance telephone calls, transparencies, binders, dividers, etc.

10.0 Disclaimer Statement

Any reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

“The views, opinion, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation.”

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0002 - ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to,

and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0011 - COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in humanform on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the

Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

IHD 17 - Personnel Qualifications (Minimum) NAVSEA/IHD (FEB 2000)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

KEY PERSONNEL

Senior Engineer

Skill Level:

Ph.D. through an accredited college or university in an IT related field, systems management, engineering, mathematics or scientific related field or in business administration.

Experience:

Ten years of intensive and progressive experience through a senior corporate position of an organization with revenue in excess of \$15 million. Direct experience with business planning methods and techniques including establishing goals, objectives, and performance measures and identifying critical success factors. Experience with executive-level interviewing and group facilitation. Knowledge of governmental operations and performance-based budgeting. Subject matter expertise at the Ph.D. level will be required for the assessment of national and international S&T trends.

Senior Staff Consultant

Skill Level:

Master's degree, preferably a Ph.D., through an accredited college or university in an IT related field, systems management, engineering, mathematics or scientific related field or in business administration.

Experience:

Ten years of intensive and progressive experience through a senior corporate position of an organization with revenue in excess of \$15 million. Direct experience with business planning methods and techniques including establishing goals, objectives, and performance measures and identifying critical success factors. Experience with executive-level interviewing and group facilitation. Knowledge of governmental operations and performance-based budgeting.

Staff Consultant**Skill Level:**

Bachelor's degree or higher through an accredited college or university in an IT related field, systems management, engineering, mathematics or scientific related field or in business administration.

Experience:

Ten years of intensive and progressive experience through a senior corporate position of an organization with revenue in excess of \$15 million. Direct experience with business planning methods and techniques including establishing goals, objectives, and performance measures and identifying critical success factors. Experience with executive-level interviewing and group facilitation. Knowledge of governmental operations and performance-based budgeting.

Senior Management Consultant**Skill Level:**

Bachelor's degree or higher through an accredited college or university in an IT related field, systems management, engineering, mathematics or scientific related field or in business administration.

Experience:

Ten years of intensive and progressive experience in an organization with revenue in excess of \$15 million. Direct experience with database systems, including those focused on DoD research and development activities. Knowledge of governmental operations and performance-based budgeting. Experience in developing corporate reports on personnel and workload trends.

Analyst**Skill Level:**

Master's degree, preferably a Ph.D., through an accredited college or university in an IT related field, systems management, engineering, mathematics or scientific related field or in business administration.

Experience:

Ten years of intensive and progressive experience in managing and developing databases of historical information on DoD R&D centers. Experience in writing summary reports and articles on historical trends for both personnel and organizational accomplishments. A Top Secret security clearance is required for this position at time of award.

Section E - Inspection and Acceptance

PERFORMANCE BASED ACCEPTANCE**PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES**

- (a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan(QASP).
- (b) The QASP defines this review and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
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CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be in accordance with the Performance Based Statement of Work.

IHD 7 VERIFICATION OF SERVICES AND TIME RECORDS (NAVSEA/IHD)

- (a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such

inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

CLAUSES INCORPORATED BY FULL TEXT

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The data items to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Commander
Naval Surface Warfare Center, Indian Head Division
Attn: Robert Kavetsky, Code TDD1
Building D-326
101 Strauss Avenue
Indian Head, Maryland 20640-5035

IHD 62 - PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of one year beginning with the effective date of this contract. Effort under option years shall be completed within a period of one year beginning with the effective date of the modification exercising the option. The total effort under this contract, inclusive of all options, shall be completed within a period of five years beginning with the effective date of this contract.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____ . Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

_____ is required only with the final invoice.

_____ is not required.

(f) A Certificate of Performance

_____ shall be provided with each invoice submittal.

_____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

*In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "Contract Auditor".

** Check Appropriate requirements.

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator: Joyce Weaver, Code 1142A
 Email Address: WeaverJA@ih.navy.mil
 Phone Number: (301)744-6575

Payments/Invoicing: Geneva Wesley, Code 021GW
 Email Address: WesleyGM@ih.navy.mil
 Phone Number: (301)744-4840

Technical Representative: Robert Kavetsky, Code TDD1
 Email Address: KavetskyRA@ih.navy.mil
 Phone Number: (301)744-1101

Any concerns regarding your contract should be directed to the above mentioned personnel, or the Contracting Officer Patricia Kragh, Code 1142P at KraghPA@ih.navy.mil or 301-744-6669.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

1. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) FEB 2000

Security badges will be issued by the Government only to those contractor personnel who require access to the Indian Head Division, Naval Sea Systems Command in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Indian Head Division, Naval Sea Systems Command. This does not include badges temporarily authorized for contractor visitors to Indian Head Division, Naval Sea Systems Command. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Sea Systems Command. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.216-8

Fixed Fee

MAR 1997

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

- (a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CONTRACT CEILINGFUNDED AMOUNTBALANCE UNFUNDED

It is estimated that these funds will cover the cost of performance through _____.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**IHD 1 - CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD
(JAN 2001)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.nslcptsmh.navsea.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address</u>
Dave Hall	301-744-6556	HallDE@ih.navy.mil
Cathy Stouffer	301-744-6627	StoufferCE@ih.navy.mil

IHD 113 - NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

<u>SECTION</u>	<u>TITLE</u>
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

IHD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/IHD) FEB 2000

(a) The COR for this contract is:

Lisa M. Davie, Code TDD3
101 Strauss Ave
Indian Head, MD 20640
Phone: 301-744-6331
Fax: 301-744-6364
Email: DavieLM@ih.navy.mil

(b) The Alternate COR for this contract is:

Chester F. Clark, Code JPB
101 Strauss Ave
Indian Head, MD 20640
Phone: 301-744-6705
Fax: 301-744-6364
Email: ClarkCF@ih.navy.mil

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001

52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14 Alt II	Rights in Data--General (Jun 1987) - Alternate II	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.250-1 Alt I	Indemnification Under Public Law 85-804 (Apr 1984) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000

252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for

information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within one year of award, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at

least sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES

ADMINISTRATION FOR AUDIT (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Quality Assurance Surveillance Plan		03-MAR-2004
Attachment 2	Past Performance Questionnaire		03-MAR-2004
Attachment 3	Contract Administration Plan		03-MAR-2004

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.219-1 Alt I	Small Business Program Representations (Apr 2002) Alternate I	APR 2002
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
- Name-----
- TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Patricia Kragh, Code 1142P, 101 Strauss Ave, Indian Head, MD 20640.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of provision)

HQ L-2-0003 - FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the Top Secret level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST
(NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to , or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE
(NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 193 - SELECTED COST DATA FOR OTHER THAN INDEFINITE DELIVERY CONTRACTS (FEB 2000) (NAVSEA/IHD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements, which may be applicable but not necessarily limited to:

- (a) DIRECT MATERIALS - Identify proposed material items, purchased parts or subcontracted materials including the basis for the proposed amount, e.g., engineering estimate, vendor quote, catalog item, etc.
- b) DIRECT LABOR - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).
- (c) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.
- (d) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.
- (e) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.
- (f) OTHER- (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.
- (g) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.
- (h) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**I. GENERAL INFORMATION**

Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The Government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, fax, email, or mail in order to request an explanation of any aspect of these instructions deemed necessary. The procurement is being conducted on a best value basis utilizing the tradeoff process. The government intends to award a single contract as a result of this solicitation.

- A. The technical proposal, past performance information, and the cost and price proposal shall be submitted in separate volumes. Cost and pricing information should only be included in the cost and price proposal. The factors for evaluation are outlined in the volume instructions below. They are listed in order of relative importance.
- B. The offeror shall submit the following information:
 - 1. Two completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B that include a breakdown of cost, fee, and total cost plus fee as outlined in the CLIN. A statement outlining potential conflicts of interest or stating no conflicts of interest must also be provided in accordance with the Organizational Conflict of Interest clause included in Section L.
 - 2. Five copies of the technical proposal, which shall be labeled Volume I and prepared in accordance with the directions provided below.
 - 3. Three copies of the past performance information, which shall be labeled Volume II and prepared in accordance with the directions provided below.
 - 4. Three copies of the cost/price proposal, which shall be labeled Volume III and prepared in accordance with the directions provided below.

II. Volume I – Technical Proposal (Factor 1)

- A. Technical proposal shall contain information/documentation in sufficient detail to enable evaluation based on the subfactors in Section M, Clause entitled Best Value Evaluation and Basis for Award and as detailed below. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements that paraphrase the specifications or attest that standard procedures will be employed are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.
- B. The technical proposal shall be organized as follows:
 - 1. Forward
 - 2. Table of Contents
 - 3. List of Tables and Figures
 - 4. Tabs (for ease of reference/location)
 - 5. Responses to Subfactors
 - 6. Resumes

- C. The format and content of the technical proposal shall contain a response to each of the subfactors outlined below. The combined responses to the following subfactors may not exceed 50 pages in length. Pages submitted beyond the 50-page limit will not be considered during evaluation. In order to be considered acceptable for award, offeror must provide written information in response to the following three subfactors:

Subfactor 1: Demonstrate the ability to staff, oversee, and manage the development of an in-depth plan with formalized objectives, which will result in a roadmap for science and technology development for the Department of the Navy that emphasizes the important role of the Navy's R&D centers as transition agents. This includes demonstrated development of legislative approaches, as well as scientific and policy development capabilities.

Subfactor 2: Demonstrate availability of subject matter expertise personnel, capable of participating and contributing in various scientific and technology conferences and meetings. This includes a requirement that personnel have a track record of published results in refereed journals, published books in relevant fields, etc.

Subfactor 3: Demonstrate previous experience in developing communications strategies that are linked to agency strategic objectives. Company should have demonstrated success in developing innovative and effective communications plans.

- D. Provide resumes for personnel proposed to fill the labor categories designated and explained in Section C, clause IHD 17 as key personnel. Resumes must contain sufficient information to determine proposed personnel's compliance with the minimum qualifications outlined in Section C. As part of the resume for the Analyst labor category, include proof of a Top Secret Security clearance.
- E. Offerors are required to submit a technical proposal as detailed herein. Failure to do so may render an offeror ineligible for award.

III. Volume II – Past Performance (Factor 2)

- A. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the Government's requirements as outlined in the RFP.

The evaluation may include any aspect of past performance the Government deems relevant to the success of this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as customer satisfaction, timeliness, technical success, and quality. However, a record of good or excellent past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, and information obtained from other sources, including past and present customers, subcontractors and any other who may have useful information, as well as any other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating. The following factors are of equal importance and are addressed in the enclosed Past Performance Questionnaire:

Subfactor 1: Customer Satisfaction
Subfactor 2: Timeliness
Subfactor 3: Technical Success
Subfactor 4: Quality

- B. The offeror must submit the enclosed Past Performance Questionnaire to a minimum of three references that the offeror has done business with during the past three years, and which have relevant information regarding the above factors. Include in this volume the name and address of each reference, and a point of contact and contact information for each reference. Offeror should instruct references to complete the questionnaire and return it directly to the Government at the following address:

Commander
Naval Surface Warfare Center, Indian Head Division
Attn: Daniel R. Twombly, Code 1142D
Building 1558
101 Strauss Avenue
Indian Head, MD 20640-5035

Voice: 301-744-6648
Fax: 301-744-6547
Email: TwomblyDR@ih.navy.mil

- C. Offeror's past performance will be scored an adjectival rating according to the following scale:

Excellent – The offeror's performance was consistently superior. The contractual performance may have had minor problems, but corrective actions taken by the contractor were highly effective. They welcome doing business with the offeror again.

Good – The offeror's performance was entirely satisfactory. The contractual performance may have had minor problems, but corrective actions taken by the contractor were effective. They have no concerns about doing business with the offeror again.

Marginal – The offeror's performance was mostly satisfactory. The contractual performance reflects a problem to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor – The offeror's performance was entirely unsatisfactory. The contractual performance of the element being assessed contains problems to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

Neutral – Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offeror that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

- D. Failure of the references to submit the Past Performance Questionnaire by the closing date of the solicitation may result in the inability of the Government to rate the offeror's past performance.

IV. Volume III – Cost and Price Information (Factor 3)

- A. This volume is the only of the three volumes that should contain cost or price information.
- B. The Offeror shall prepare the cost proposal in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation. An original and two copies of each prime and subcontractor, if applicable, cost proposal shall be submitted to the Procuring Contracting Officer for evaluation. Only one copy of on Microsoft Excel 5.0, CD or 3.5" disk(s) with the contractor's and subcontractor's cost proposal need be submitted. Only Microsoft Excel is acceptable (Office 97 preferably--any later version of Microsoft Excel is not acceptable).
- C. The Offeror shall take precautions to the maximum practical extent to ensure that the disk submitted contains no computer viruses.
- D. Furnish all cost proposal information in the order listed. Maintain this lettering system. If certain information is not available or not applicable, so state. This requirement also applies to any subcontractor(s) you may intend to utilize for performance of this contract.
 - a. Assumptions made in preparing the cost proposal. Any qualifications to any requirement of the cost proposal preparation process. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained.
 - b. One copy of your cost proposal shall be sent to your cognizant DCAA office concurrent with submission to the procuring contracting officer. If subcontractors are proposed, you should instruct them to do the same. Provide confirmation and date that copies of this cost proposal were submitted to DCAA, along with a telephone number and point of contact.
 - c. List of subcontractors that are submitting cost information independently.
 - d. Briefly describe information concerning the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statement.
 - e. If you are currently being audited, or have been audited by Defense Contract Audit Agency (DCAA) within the past twelve months, it is requested that the name, phone number, and location of the assigned DCAA office be furnished with your proposal, along with the audit number.
 - f. State the source and date of acceptance of adequacy of the Offeror's accounting system.
 - g. If the Offeror has an approved Purchasing System, provide the source and date of latest review. If the Offeror does not have an approved Purchasing System, state what processes are used for purchases of such items as materials, travel, and training.
 - h. State whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, offeror shall attach a copy of the FPRA as Attachment (1) to Volume III (Cost and Price Information).
 - i. If the offeror is aware of differences between DCAA recommended rates and those rates proposed, the offeror shall identify the specific rates and explain the differences. This includes labor rates, indirect rates, material burdens, and G&A rates.
 - j. State the escalation rate used for each year and the basis for this particular rate.

- k. The cost proposal must furnish an explanation of the offerors "company policy" on the accumulation of costs for vacations, sick leave, holidays, and other compensated leave or time off.
- l. Describe how the offeror treats, for accounting purposes, the costs of employee training and whether such training occurs during the normal workweek or outside the normal workweek. Also, the offeror shall define how Government sponsored training costs are kept separate from contractor training costs.
- m. It is recognized that some of the labor category titles used in the RFP may not exactly match the titles normally used in particular company operations. Accordingly, in order to permit a rapid comparison between the labor team proposed in response to this RFP and the offerors actual labor mix, each proposal must provide the following:
 - i. Direct labor rates related to the labor categories specified in the RFP.
 - ii. A statement of the offerors normally used nomenclature for each labor category included herein, together with a copy of the offerors own position description for each labor category.
 - iii. A statement of any other labor categories and related qualifications between any category established herein and the category normally used.
 - iv. A cross-reference matrix of labor category nomenclature must be provided.
- n. If the offeror is not proposing uncompensated overtime, so state. If the offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.
- o. Define and explain the rationale for all burdens that will be applied to material. Explain how material rebates, incentives, or other inducements provided to the offeror will be treated.
- p. Indicate any other proposed indirect rate(s) for each year and the base to which the rate is applied.
- q. Specify proposed General & Administrative (G&A) rate(s) for each year. Indicate the base to which the rate is applied.
- r. If an offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and delay in contract award. In addition, the offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury rates are available at <http://www.publicdebt.treas.gov/opd/opdprmt2.htm>.
- s. Provide an explanation of how your spreadsheet is constructed.
- t. Each subcontractor must submit a statement indicating whether the release of pricing assistance data results to the prime contractor is allowed or prohibited. Offerors are required to provide an

assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3).

- u. Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Current annual salary is required only if the employee is currently employed by the offeror or subcontractor. If the employee is a contingency hire, the offeror or subcontractor must include the agreed to annual salary of the prospective employee. The compensation plan for new employees may be estimated, but shall be consistent with the offeror's overall proposal. See FAR Clause 52.222-46 "Evaluation of Compensation for Professional Employees (FEB 1993)" of Section M of this RFP.
 - v. Yearly Breakout: Each offerors cost proposal should be prepared based on the labor categories and hours, travel, materials, and associate/consultant estimates set forth below under the heading "For Proposal Preparation Purposes Only." Also, indicate how burden and G&A rates, and any other indirect rates are developed by listing costs included in these indirect cost items. These figures represent the Government's best estimate and are to serve as the baseline for an acceptable approach.
- E. The quantities of hours of labor for each labor category set forth under the heading "For Proposal Preparation Purposes Only" herein are to be used by the Offeror for computing total labor costs and represent the Government's current best estimate of requirements. However, the Government cannot guarantee either the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for the entire five year period of contract performance. The offeror may submit additional or otherwise different labor categories and/or hours as deemed necessary, but they should be presented in the same format as those included in the Government provided estimate.
- F. Offerors are to submit their cost proposal in accordance with the following instructions and example. All cost proposals are to be prepared using Microsoft Excel (Office 97 preferably--any later version of Microsoft Excel is not acceptable). The amounts shown in the sample spreadsheets are for illustration only.
- G. Cost and price information should be provided in both hard and soft copy formats. The soft copy format may be CD or 3.5" floppy disk(s) and should be clearly labeled. Only one soft copy need be submitted.
- H. Cost proposals for the prime contractor and each subcontractor should be prepared in the format presented here. If a proposed subcontractor does not want to disclose detailed pricing information to its prime contractor, then the subcontractor shall submit complete cost proposal spreadsheets, as set forth in these instructions, directly to the contract specialist identified. However, the prime shall indicate in its proposal the subcontract costs as disclosed to the prime by the subcontractor.
- I. Each spreadsheet is to have the following information:

Company Name
 City, State, Zip
 Solicitation Number
 Work Site (Location)
 Element/Category

Direct Labor - Each spreadsheet is to list by title, the labor categories that the Offeror intends to use for performance of the contract and number of labor hours proposed. Offerors shall use their labor category nomenclature for each category title and shall use the labor hours per category per year as set forth in this section under the heading "For Proposal Presentation Purposes Only". A formula shall be written that multiplies proposed labor hours by proposed labor rates, with the resultant amount indicated in the amount column. The appropriate total number of hours is provided under the heading "For Proposal Preparation Purposes Only". The sample

provided lists all labor categories identified for performance of this contract. If additional lines are required, the Offeror is to adjust the sample spreadsheet accordingly. However, the Offeror is cautioned and reminded that any adjustments to an individual spreadsheet cost proposal, (i.e., addition/deletion of lines) needs to be reflected on all spreadsheets, as all spreadsheets shall be linked. A suggestion would be for the Offeror to develop a generic cost proposal spreadsheet that reflects ALL of the intended labor categories.

Composite rates are required for any labor category under each type of services category in which more than one individual is proposed. These composite rates should properly weight individual labor rates (included in the composite) based on calculated percentages of the effort to total effort. The proposal shall clearly demonstrate the individual elements from which the composite rate is developed. Prime contractors and subcontractors can have their own composite rates.

The direct labor rate (unburdened) paid to each employee should be listed next to the contractor's labor category.

The cost proposal spreadsheets shall use the offeror's labor category nomenclature.

Subtotal Direct Labor- A formula that adds all direct labor amounts shall be written with the resultant calculation indicated.

Labor Overhead - The Offeror is to indicate the base amount that is used to apply the labor overhead rate. If more than one labor overhead rate is proposed, or if Offeror has other indirect labor rate(s), i.e., separate fringe benefits rate(s), Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed labor overhead rate(s) and shall indicate the result in the amount column.

Subtotal Labor Overhead - A formula that adds all labor overhead amounts shall be written with the resultant calculation indicated.

Total - A formula shall be written that adds the subtotal amounts for direct and labor overhead with the resultant calculation indicated.

Total labor hours - A formula shall be written that adds all proposed direct labor hours proposed for performance of this contract.

Other Direct Costs - The Offeror is to include the following:

- Material/Supplies Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Material/Supplies Costs.
- Travel Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Travel Costs.
- Associates/Consultant Costs. The Offeror is to use the estimates provided by the Government for this category. Fee is prohibited for Consultant Costs.

Material handling (or other overhead, if applicable) - The Offeror is to indicate the base amount that is used for this indirect rate, if applicable. If more than one indirect rate is proposed, offeror is to indicate this in the cost proposal spreadsheet along with the base amount. A formula shall be written that multiplies the base amount(s) by the proposed indirect rate(s) and shall indicate the result in the amount column.

Grand Sub total - A formula shall be written that adds the totaled amount for labor and overhead to totaled amount for Other Direct Costs and material handling, or other indirect rate, if applicable and the result shall be indicated in the amount column.

G&A - The Offeror is to indicate the base amount that is used to apply the general and administrative (G&A) rate. If more than one G&A rate is proposed, or if the Offeror has other indirect rate(s), the Offeror is to so indicate in the cost proposal spreadsheet, along with the base amount to which any G&A rate is applied. A formula shall be written that multiplies the base amount(s) by the proposed G&A rate(s) with the resultant amount indicated in the amount column. In the narrative portion of Offeror's cost proposal, Offeror is to state the base(s) for application of G&A(s) rate(s).

Subtotal - A formula shall be written that adds the amounts for G&A. If Offeror has only one G&A, then the formula written shall so reflect. If offeror has more than one G&A amount, then the formula shall add the G&A amounts and that amount shall be displayed.

Total - A formula shall be written that adds the subtotaled amount for G&A with the grand subtotal.

Facilities Capital Cost of Money (FCCM) (If Applicable) - The Offeror is to indicate the base amount that is used to apply facilities capital cost of money factors, if applicable. A formula shall be written that multiplies the base amount(s) by the proposed facilities capital cost of money rate(s) and the result(s) indicated in the amount column.

Subtotal - A formula shall be written that adds the subtotal amount for Cost of Money, if applicable.

Fee - A formula shall be written that excludes FCCM (if applicable) from the grand subtotal, then the formula shall add the fee amount and that amount shall be displayed.

NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:

Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner in which the company will distribute fee to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

Offeror is to copy all formulas used in the preparation of its cost proposal into columns that the Offeror shall label "DCAA" and "Government Cost Realism". The Government will use these columns to analyze the Offeror's proposal in conjunction with information received through DCAA. By having the contractor provide the methodology by which it developed its proposal, the Government will ensure that it analyzes and calculates these costs in the same manner that the Offeror has prepared its proposal.

DO NOT LOCK ANY CELLS. LOCKED CELLS WILL MAKE IT DIFFICULT FOR THE GOVERNMENT TO EVALUATE YOUR COST PROPOSAL.

FOR PROPOSAL PREPARATION PURPOSES ONLY:

The Government has identified certain labor, travel, and material/ODC amounts to be used by all Offerors in preparing their cost proposals as set forth herein.

1. Anticipated Award Date-The anticipated award date for this requirement will be May/June 2004. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.)

2. Estimated Labor Hours - The quantities of direct labor hours by labor category by period of contract performance, which will be shown in the sample spreadsheet, are to be used by the Offeror for computing estimated labor costs and is the Government's best estimate. The Government can not either guarantee the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for any period of contract performance.

Offerors are instructed to use the travel, materials, and associate/consultant amounts specified in the sample spreadsheet to generate their cost proposals. If the contractor contemplates charging directly to this contract, any other direct costs other than the travel and material defined herein, they must include an explanation and estimate of such costs in their proposal. This includes acquisition, lease, depreciation, usage charges, etc. of any Government Property, office equipment or Automated Data Processing Equipment.

REALISM OF COST PROPOSALS

An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause which requires the offeror to absorb that portion of costs, reflected in its cost proposal.

Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of work required and of his financial ability to perform the contract and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests on the Offeror.

For Proposal Preparation Purposes Only				
Labor Categories		Hours	Rate *	Amount
Senior Engineer		1,400	\$ 50.00	\$ 70,000.00
Senior Staff Consultant		650	\$ 50.00	\$ 32,500.00
Staff Consultant		400	\$ 50.00	\$ 20,000.00
Senior Management Consultant		1,000	\$ 50.00	\$ 50,000.00
Analyst		400	\$ 50.00	\$ 20,000.00
Administrative Assistant		100	\$ 50.00	\$ 5,000.00
Subtotal Labor		3,950		\$ 197,500.00
Overhead			50%	\$ 98,750.00
G&A			5%	\$ 4,937.50
Total Labor				\$ 301,187.50
Travel				\$ 10,000.00
Materials				\$ 10,000.00
Communications Consultant				\$ 189,000.00
Legislative Consultant				\$ 100,000.00
Subtotal ODCs				\$ 309,000.00
G&A			5%	\$ 15,450.00
Total ODCs				\$ 324,450.00
Total Cost				\$ 625,637.50
Fee (on Total Labor only)			2%	\$ 6,023.75
Cost Plus Fixed Fee				\$ 631,661.25
*Rates are included for illustration purposes only. Only the labor categories, hours, and ODCs are based upon actual government estimates.				

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

HQ M-2-0006 - EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA)
(NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

IHD 208 - COST REALISM (FEB 2000) (NAVSEA/IHD)

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

IHD 210 – SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (CPFF) (FEB 2000) (NAVSEA/IHD)

Offerors are required to follow specific instructions in submitting their information. Each offeror's submission shall be screened by the Contracting Officer or a designee upon receipt to ensure compliance with the instructions contained in the RFP. Elimination of an offeror due to failure to comply with the submission requirements of the RFP is at the sole discretion of the Contracting Officer.

The following factors, listed in order of importance, shall be used to evaluate offers:

Factor 1: Technical Proposal	100 Points
Factor 2: Past Performance	Adjectival Rating
Factor 3: Price and Cost Information	Not Scored

Factor 1 – Technical Proposal

In order to be considered acceptable for award an offeror shall provide written information in response to the following three subfactors under factor 1:

- Subfactor 1: Demonstrate the ability to staff, oversee, and manage the development of an in-depth plan with formalized objectives, which will result in a roadmap for science and technology development for the Department of the Navy that emphasizes the important role of the Navy's R&D centers as transition agents. This includes demonstrated development of legislative approaches, as well as scientific and policy development capabilities.
- Subfactor 2: Demonstrate availability of subject matter expertise personnel, capable of participating and contributing in various scientific and technology conferences and meetings. This includes a requirement that personnel have a track record of published results in refereed journals, published books in relevant fields, and etc.
- Subfactor 3: Demonstrate previous experience in developing communications strategies that are linked to agency strategic objectives.

Technical evaluators will assign an overall score in a range from 0 to 100 points for the technical proposal. Subfactor 1 is weighted slightly higher than the other two subfactors, which are weighted equally. Resumes for key personnel will be evaluated to ensure compliance with minimum qualifications, and personnel will be evaluated quantitatively as a component of subfactor 2.

Factor 2 – Past Performance

The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the Government's requirements as outlined in the RFP.

The evaluation may include any aspect of past performance the Government deems relevant to the success of this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as customer satisfaction, timeliness, technical success, and quality. However, a record of good or excellent past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, and information obtained from other sources, including past and present customers, subcontractors and any other who may have useful information, as well as any other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating. The following factors are of equal importance and are addressed in the enclosed Past Performance Questionnaire, which will serve as the primary source for past performance information:

- Subfactor 1: Customer Satisfaction
- Subfactor 2: Timeliness
- Subfactor 3: Technical Success
- Subfactor 4: Quality

Contracts personnel will use the following adjectival definitions as guidelines in evaluating past performance and will assign an overall rating based upon the synthesis of all relevant information available:

Excellent – The offeror's performance was consistently superior. The contractual performance may have had minor problems, but corrective actions taken by the contractor were highly effective. They welcome doing business with the offeror again.

Good – The offeror's performance was entirely satisfactory. The contractual performance may have had minor problems, but corrective actions taken by the contractor were effective. They have no concerns about doing business with the offeror again.

Marginal – The offeror's performance was mostly satisfactory. The contractual performance reflects a problem to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor – The offeror's performance was entirely unsatisfactory. The contractual performance of the element being assessed contains problems to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

Neutral – Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offeror that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

Factor 3 – Price and Cost Information

Although price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made.

The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price, technical, and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

METHODOLOGY

Each factor will be reviewed based on the merits of the information contained in the offeror's submission. Evaluators will not allow any prior knowledge of the offeror to effect the evaluation or the score. Each factor shall be reviewed and assigned a score as follows:

Factor 1 – Technical Proposal (Volume I)	Assigned within a range of 0 to 100 points
Factor 2 – Past Performance (Volume II)	Assigned a descriptor rating as detailed herein
Factor 3 – Price and Cost Information (Volume III)	Not scored

Once all evaluations are complete, the corresponding scores shall be tabulated and placed in a chart as follows in this example:

<u>Offeror</u>	<u>Score of Factor</u> <u>1 *</u>	<u>Past Performance</u> <u>Rating</u>	<u>Cost/Price</u>
A	88	Excellent	\$770,000
B	93	Excellent	\$800,000
C	0 **	Good	\$750,000
D	82	Excellent	\$740,000
E	93	Poor	\$600,000

* – Scale of 0 to 100

** – Technical Proposal not submitted.

Once this information is tabulated, offerors will be compared using value and price tradeoffs, and award will be made to the offeror that represents the best value to the Government. If the offeror with the highest scores also represents the lowest price, then that offeror is clearly the best value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the government may award to Offeror A, Offeror B (if it could be determined the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a high technical score would not be considered for award because of the poor past performance rating. Offeror C would not be considered for award because a technical proposal was not submitted.

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
FOR SOLICITATION NUMBER N00174-04-R-0019**

A. CONTRACTOR: _____

B. CONTRACT NUMBER _____

C. CONTRACT TYPE: _____

D. ORIGINAL CONTRACT VALUE: _____

E. CURRENT CONTRACT VALUE: _____

F. NATURE OF EFFORT: _____

G. PERIOD OF PERFORMANCE: _____

H. PLACE OF PERFORMANCE: _____

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE
TO:**

NAVAL SURFACE WARFARE CENTER
101 Strauss Avenue, Bldg 1558
Indian Head MD 20640-5035
Daniel Twombly, Code 1142D

BY: _____

PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
SOLICITATION NUMBER: N00174-04-R-0019

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

Excellent – The offeror's performance was consistently superior. The contractual performance may have had minor problems, but corrective actions taken by the contractor were highly effective. They welcome doing business with the offeror again.

Good – The offeror's performance was entirely satisfactory. The contractual performance may have had minor problems, but corrective actions taken by the contractor were effective. They have no concerns about doing business with the offeror again.

Marginal – The offeror's performance was mostly satisfactory. The contractual performance reflects a problem to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor – The offeror's performance was entirely unsatisfactory. The contractual performance of the element being assessed contains problems to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

Neutral – Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offeror that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

CUSTOMER SATISFACTION

- | | |
|---|---------------|
| 1. The referenced contractor was responsive to the Customers needs. | E G M P N N/A |
| 2. The contractors personnel were qualified To meet the requirements. | E G M P N N/A |
| 3. The contractors ability to accurately estimate Costs. | E G M P N N/A |

TIMELINESS

- | | |
|---|---------------|
| 4. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. | E G M P N N/A |
|---|---------------|

TECHNICAL SUCCESS

- | | |
|--|---------------|
| 5. The contractor had a clear understanding of the work Detailed in the SOW. | E G M P N N/A |
| 6. The contractors ability to complete tasks correctly the first time. | E G M P N N/A |
| 7. The contractors ability to resolve problems. | E G M P N N/A |

QUALITY

- | | |
|---|---------------|
| 8. The contractor's quality and reliability of services delivered. | E G M P N N/A |
| 9. Quality, reliability, and maintainability of hardware delivered. | E G M P N N/A |

PLEASE PROVIDE SUBJECTIVE REPONSES FOR THE FOLLOWING:

10. Would you recommend this contractor for similar government contracts? Please explain:
11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?
12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:
- Significantly better than acceptable
 - Slightly better than acceptable
 - Acceptable
 - Slightly less than acceptable
 - Entirely unacceptable
13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:
- Highly cooperative
 - Cooperative
 - Somewhat uncooperative
 - Highly uncooperative

Thank you for taking the time to complete the above information.

NAME

DATE

PHONE NO.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

To comply with recent NAVSEA directives to facilitate performance-based services contracting, Indian Head Division / NSWC and the Special Projects Team now incorporate performance requirements based upon the *Contractor Performance Assessment Reporting System (CPARS)* and *Best-value performance measurement factors* into our contracts and Task Orders. Contractor performance will be assessed on a continuing basis by review of deliverables, technical meetings, and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly and a formal Quality Performance Review will be conducted at the conclusion of each Task Order. A CPARS-type evaluation of all Task Orders performed (in whole or in part) under a given contract will be conducted on an annual basis.

The QASP provides for contractor performance evaluation in five (5) general areas. Each performance assessment will contain the following three elements: *Performance Objective(s)*, *Performance Measurement Factors*, and *Performance Rating Definitions*. When taken in the aggregate, these elements constitute the performance evaluation under the QASP of the individual Task Orders issued under the related contracts. A brief description of each of the three (3) elements is as follows:

Performance Objective – The contract or Task Order delineation of *Deliverables* and/or overall objective(s) as described under the Scope.

Performance Measurement Factor (PMF) – The critical key characteristics or aspects of achieving the objective(s) that will be monitored by the Government (IHDIV / NSWC, SPT), those matters about which the Government will be gathering data. Each objective will likely have one or more *performance measurement factors*.

Performance Rating and Definitions – An adjectival and/or numerical *rating* with *definition* of the meaning of each *Rating* level when applied to each *performance measurement factor*. The technical monitor (COR) has the responsibility for identification of the applicable PMFs and their relevant incorporation into the specific tasking of a contract. Individual Task Orders may specify a minimum acceptable rating, *target* rating, or range of performance ratings on subtasks for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating numbers will be summed together and averaged to arrive at a single numerical value for each PMF and overall value of all relevant PMFs averaged. Failure of the Contractor to meet the required performance measure specified for an individual Task Order will result at a minimum in the Contractor correcting any deficiencies at no additional cost to the Government.

The tabulated QASP *Performance Measurement Criteria* may include the following:

QASP Performance Measurement Factor	Rating	Definition
<p>Performance Schedule</p> <p>(i) The degree of Contractor conformance with schedules as established in the applicable Task Order; (ii) the Contractor's early identification of schedule problems and inventiveness in overcoming them to maintain progress; and (iii) the extent to which deliverables were submitted in accordance with established schedules.</p> <p>Management Performance</p> <p>The Contractor's effective and economical organization and implementation of all areas of effort including management and technical efforts required to meet Task Order requirements. Particularly to be considered are: (i) establishment of internal mechanisms to assure proper supervision of the work force (including subcontractors), (ii) access to and responsiveness of key personnel to Government needs or to dynamic/urgent requirements, especially the communication, coordination and cooperation with cognizant IH/NSWC officials in the program office to dependably resolve problems that may arise in communications, planning, scheduling or other related areas; (iii) efficient completion of assigned tasks and overall effective use of available resources, and (iv) quality of the business relationships with the Government organizations and with all of its subcontractors and vendors.</p> <p>Technical Performance</p> <p>The Contractor's technical progress based on (i) overall technical approach and rationale; (ii) thoroughness of approach; (iii) innovativeness and creativity in approach; and (iv) integration of technical efforts.</p> <p>Work Product Quality/Accuracy</p> <p>(i) The overall quality of the Contractor's deliverable work products; (ii) the extent and accuracy of any documentation, references, and background material accompanying a finished deliverable product; and (iii) the appropriateness of the format and clarity of written products, considering the intended audience for the deliverable product.</p> <p>Cost Control</p> <p>The Contractor's: (i) actual costs together with realistic cost projections as they relate to estimated Task Order cost; (ii) cost planning/cost-effectiveness; (iii) timely and accurate cost reporting; (iv) clarity of and ability to trace cost relative to work schedule/technical progress; and (v) cost reduction/cost avoidance initiatives.</p>	<p><u>E</u>xceptional [0.9-1.0]</p> <p><u>V</u>ery Good [0.8]</p> <p><u>S</u>atisfactory [0.7]</p> <p><u>M</u>arginal [0.6]</p> <p><u>Usatisfactory [0.1 – 0.5]</u></p>	<p>Performance substantially exceeds expected levels of performance. Numerous significant achievements exist. No significant deficiencies. 100% of the time accurate information is submitted to managers and staff.</p> <p>Performance exceeds expected levels and some significant achievements exist. Although some deficiencies may exist, they are only minor and correctable. 90% of the time, costs are within plus 10% of cost estimates. 90% of time is within plus 10% of time estimates.</p> <p>Performance meets expected levels. Minimum standards are exceeded and good practices are evident in contract operations. Achievements or deficiencies may or may not exist, but neither is significant.</p> <p>Performance meets expected levels in some areas and is less than expected levels in other areas. Minimum standards and good business practices are mostly met. No significant achievements exist, but some deficiencies do exist.</p> <p>Performance is less than expected. No significant achievements exist. However, significant deficiencies do exist.</p>

NOTE: "*Significant*": a major event or sustained level of performance which due to its importance, has a substantial impact on the contractor's ability to carry out its mission.

FOR COST REIMBURSEMENT COMPLETION TYPE CONTRACT

CONTRACT ADMINISTRATION PLAN
CONTRACT NO. N00174-

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data.
- b. Freedom of Information inquiries
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document.
- d. Arranging the post award conference
- e. Monitoring of COR
- f. Meeting annually with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending upon the circumstance.

Other _____

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

4. PAYING OFFICE is responsible for payment of approved provisional invoices (public vouchers), and for final payment.

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

- a. Controlling all government technical interface with the contractor and providing technical advice and clarifications of the statement of work.
- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor).
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the progress made to date and that the charges appear proper. If the COTR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter

to DFAS (with a copy to the PCO) so they can include these areas in their final audit.

- e. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.
- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. Meeting annually with the PCO to review contract performance. This may be satisfied telephonically, depending on the circumstance.
- h. If the contract is incrementally funded, the COR shall provide funding as necessary to assure required continuity of service.
- i. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restrictions and Safeguards" NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and COR Appointment Letter.
- j. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost effectiveness, quality and timeliness of the contractor.
- k. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.
- l. Contract Performance Assessment System (CPARS).

(X) This contract WILL be registered in the CPARS database by the Contracts Division with the assistance of the COR. As stated in the COR appointment letter the COR is responsible for updating the CPARS database.

() CPARS does NOT apply to this contract.

Other: _____

NAMES/ADDRESSES/TELEPHONE NUMBERS OF COGNIZANT INDIVIDUAL/OFFICE

COR **Lisa Davie, Code TDD3, 301-744-6331**
 NAME CODE TELEPHONE

PCO **Patricia Kragh, Code 1142P, 301-744-6669**
 NAME CODE TELEPHONE

DCAA (refer to invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of the contract document)

CAO (refer to page one of the contract document)